

REMARKS

Reconsideration and allowance of the application are respectfully requested in light of the above amendments and the following remarks.

At the outset, the Applicants wish to thank the Examiner for the courtesy shown to their representative during a telephone interview on September 23, 2010. The participants were Examiner Amirmokri and Douglas Agopsowicz, Reg. No. 56,792. The following includes a summary of the substance of the interview. Agreement was reached as noted below.

Claims 1-14 have been cancelled, and from among these cancelled claims, cancelled claims 6-14 have been rewritten as new claims which incorporate the Examiner's suggestions for overcoming the 35 U.S.C. § 112, second paragraph, rejections. These claims have been drafted to ensure proper antecedent support for each recited feature and to correct minor grammatical mistakes. Specifically, cancelled claim 9 has been rewritten as an independent claim in the form of new claim 18, cancelled claims 6-8 have been respectively rewritten as new claims 19-21 which each depend from claim 18, cancelled claim 10 has been rewritten as an independent claim in the form of new claim 22, cancelled claims 6-8 have also been rewritten as new claims 23-25 which each depend from claim 22, and cancelled claims 11-14 have been respectively rewritten as new claims 26-29.

Claims 6 and 11-14 are rejected under 35 U.S.C. §112, second paragraph. Claims 1-6 are rejected under 35 U.S.C. §103(a) as being unpatentable over Momona (US pub. no. 2003/0104807) (hereinafter, "Momona") in view of Sturniolo et al. (US pub. no. 2006/0009213) (hereinafter, "Sturniolo"). Claims 7-10 are rejected under 35 U.S.C. §103(a) as being unpatentable over Momona in view of Sturniolo and further in view of Markki et al. (US pub. no. 2008/0089257) (hereinafter, "Markki"). To the extent that these rejections may be deemed

applicable to the new claims presented herein, the Applicants respectfully traverse based on the points set forth below.

35 U.S.C. § 112, second paragraph rejections

During the interview, the discussion focused on the rejections of claims 1-14 made in the Office Action mailed June 15, 2010, and particularly on the 35 U.S.C. §112, second paragraph, rejections of claims 6 and 11-14.

With respect to the rejections of claims 11-14 under 35 U.S.C. §112, second paragraph, the Examiner stated that he believes claims 11-14 are “indeterminate” because the claims do not recite what happens for all possible conditions, or “states.” With respect to claim 11, the Examiner stated that, for example, claim 11 recites the feature of: “checking if the mobile router is authorized to run a dynamic routing protocol.” Therefore, the Examiner stated that claim 11 must also recite what happens both if the mobile router is authorized to run a dynamic routing protocol, and is not authorized to run a dynamic routing protocol. The Examiner stated that, if claim 11 does not recite what happens for both of these alternative conditions, then the claim is indeterminate and does not satisfy 35 U.S.C. §112, second paragraph.

The Examiner further noted that, due to the length of the claims, he could not tell whether the claims recite what happens for all possible conditions. He then suggested amending the claims to recite an “escape clause” which can be used to ensure that it is known what will happen in the event no other conditions are satisfied. The Examiner stated that an escape clause would specify, for example, that “if all other conditions are not satisfied, then [some other result occurs].”

The Applicant's representative further noted that method claims need not specify all possible results or have an "escape clause" to satisfy the requirements of 35 U.S.C. §112, second paragraph. In fact, it would be impossible to define all possible results in a method claim.

The Applicant's representative further responded by explaining that each of claims 11-14 does specify what would happen in all relevant possible conditions, noting that, for example, claim 11 recites both what would happen if the mobile router is authorized to run a dynamic routing protocol, and is not authorized to run a dynamic routing protocol.

It is further noted that the language of an escape clause, such as, "...when none of the above conditions are satisfied, not processing the binding update message" would be unnecessarily limiting with respect to each of the claims 11-14.

Thus, because each of the new claims 26-29 (corresponding to previous claims 11-14) specify what happens in each state, these claims have not been amended to add an escape clause.

In addition, claims 11-14 have been amended to replace the word "if" with the phrase "when," as recommended by the Examiner, and further have been amended to group all of the conditions of each claim element towards the beginning of the element, for clarification, as also recommended by the Examiner. For example, in previous claim 11 (now claim 26), the recited operation of:

"...whereas if the mobile router is not authorized to run dynamic routing protocol, sending back a negative acknowledgement if there is no default network prefix associated with the mobile router (emphasis added)"

has been amended to put both of the "if" conditions at the beginning of the element, and the word "if" has been replaced with the word "when," so that the operation now reads as follows:

“...when the mobile router is not authorized to run the dynamic routing protocol and when there is no default network prefix associated with the mobile router, sending back a negative acknowledgement (emphasis added)”

With respect to the rejection of claim 6 under 35 U.S.C. §112, second paragraph, agreement was reached that changing the phrase “while it is unclear” to “when it is unknown” would overcome this rejection. The other claims have been amended to be consistent with these amendments to claim 6.

Accordingly, it is respectfully submitted that, to the extent the rejections of claims 6 and 11-14 under 35 U.S.C. §112, second paragraph, are deemed applicable to new claims 19 and 23 (which incorporate the claimed subject matter of cancelled claim 6) and new claims 26-29 (which incorporate the claimed subject matter of cancelled claims 11-14), these rejections should be withdrawn.

35 U.S.C. § 103(a) rejections

With respect to the rejection of claim 9, the Office Action states:

“Momona does not explicitly teach that Binding Manager rejects subsequent binding updates if the mobile router fail to send prefix information using a dynamic routing protocol after a pre-determined period of time since the first binding update is accepted.

Sturniolo teaches that Binding Manager rejects subsequent binding updates if the mobile router fail to send prefix information using a dynamic routing protocol after a pre-determined period of time since the first binding update is accepted (as described in paragraph [0024]; e.g. expiration time is maintained by the binding manager).

Therefore, it would have been obvious to a person with ordinary skill in the art at the time the invention was made to modify Momona to reject binding updates after the expiration time as described by Sturniolo in order to offer a robust system and hence provide a more capable and versatile communication system to the users.”

However, despite the allegations set forth in the Office Action, Sturniolo does not disclose the feature of: “wherein the Binding Manager... rejects the subsequent binding updates if the mobile router fails to send prefix information using the dynamic routing protocol after a pre-determined period of time elapses since the first binding update is accepted,” as recited by the Applicants’ claim 18 (corresponding to cancelled claim 9). In fact, paragraph [0024] of Sturniolo does not even mention an “expiration time” or anything related to a time period.

In contrast, Sturniolo is directed towards methods and systems that transparently address the characteristics of nomadic systems, and enable existing network applications to run reliably in the associated mobile environments. (par. [0002]). As noted above, the Office Action alleges that paragraph [0024] of Sturniolo discloses the above-noted feature of claim 18 (corresponding to cancelled claim 9). Paragraph [0024] of Sturniolo discloses:

“Remote procedure calls provide a method for allowing a process on a local system to invoke a procedure on a remote system. The use of the RPC protocol allows Mobile End Systems to disconnect, go out of range or suspend operation without losing active network sessions. Since session maintenance does not depend on a customized application, off-the-shelf applications will run without modifications in the nomadic environment.”

Thus, paragraph [0024] of Sturniolo simply discloses that the use of an “RPC protocol” allows Mobile End Systems to “disconnect, go out of range or suspend operation without losing active network sessions.” However, Sturniolo fails to mention anything about rejecting “subsequent binding updates if the mobile router fails to send prefix information using the dynamic routing protocol after a pre-determined period of time elapses since the first binding update is accepted,” as recited by the Applicants’ claim 18 (corresponding to cancelled claim 9). More specifically, Sturniolo fails to disclose at least the following features recited by the Applicants’ claim 18:

- rejecting subsequent binding updates if a mobile router fails to send “...prefix information using the dynamic routing protocol...”
- “...after a pre-determined period of time elapses since the first binding update is accepted”

The Office Action has not established where Sturniolo discloses, either expressly or inherently, any of these above-noted features of the Applicants’ claim 18, and it is respectfully submitted that Sturniolo does not disclose these features. Furthermore, none of the other cited prior art references of record cure these deficiencies of Sturniolo.

Accordingly, it is respectfully submitted that, to the extent that the rejection of cancelled claim 9 is deemed applicable to new claim 18 and all dependent claims therefrom, these rejections should be withdrawn for at least this reason.

With respect to the rejection of claim 10, the Office Action states:

“Sturniolo teaches [as recited by claim 10] that the Binding Manager temporarily accepts binding update from a mobile router that explicitly specifies a single or plurality of mobile network prefix to wait for the mobile router to run a dynamic routing protocol by specifying a short Lifetime value in the binding acknowledgement, and rejects subsequent binding updates if any of the explicitly specified prefixes is in conflict with the routes installed by routing update messages sent from the mobile router running a dynamic routing protocol (as described in paragraphs [0022]-[0024] and [0027]), or accepts subsequent binding updates with normal Lifetime values if there is no such conflict after a pre-determined period of time since the first binding update is accepted (as described in paragraphs [0022]-[0024] and [0027]).”

However, Sturniolo does not disclose the above-noted features of the Applicants’ claim 22 (corresponding to cancelled claim 10). As noted above in the discussion of claim 18, paragraph [0024] of Sturniolo simply discloses that the use of an “RPC protocol” allows Mobile End Systems to “disconnect, go out of range or suspend operation without losing active network

sessions.” Furthermore, paragraphs [0022]-[0023] of Sturniolo describe a “Mobility Management Server” which “provides centralized system management of Mobile End Systems through a console application and exhaustive metrics,” noting that the Mobility Management Server disclosed by Sturniolo provides “user configurable session priorities” and “per-user mobile policy management,” and is compatible with the “RPC protocol” and the “Internet Mobility protocol.” Furthermore, paragraph [0027] of Sturniolo describes how, according to one implementation of Sturniolo’s system, “mobile inter-connectivity is built on standard transport protocols (e.g., TCP/IP, UDP/IP and DHCP, etc.) to extend the reach of standard network application interfaces.”

As explained above, paragraphs [0022]-[0024] and [0027] of Sturniolo, which the Office Action relies on to reject claim 10, simply describe various protocols. However, Sturniolo’s description of protocols has absolutely nothing to do with numerous features recited by the Applicants’ claim 22 (corresponding to cancelled claim 10). For example, Sturniolo does not disclose that a Binding Manager “accepts the subsequent binding updates with the normal Lifetime values if the conflict is not detected after a pre-determined period of time elapses since the first binding update is accepted,” as recited by the Applicants’ claim 22. Furthermore, Sturniolo does not disclose that a Binding Manager “temporarily accepts a first binding update from a mobile router that explicitly specifies a single or plurality of mobile network prefixes to wait for the mobile router to run a dynamic routing protocol by specifying a short Lifetime value in a binding acknowledgement,” as recited by the Applicants’ claim 22. Moreover, Sturniolo does not disclose that a Binding Manager “rejects subsequent binding updates if any of the explicitly specified prefixes is in conflict with routes installed by the routing update messages

sent from the mobile router running the dynamic routing protocol,” as recited by the Applicants’ claim 22.

The Office Action has not established any portion of Sturniolo that discloses, either expressly or inherently, any of these above-noted features of the Applicants’ claim 22, and it is respectfully submitted that Sturniolo does not disclose these features. Furthermore, none of the other cited prior art references of record cures these deficiencies of Sturniolo.

If this rejection is reasserted in a subsequent office action, the Examiner is requested to specifically cite portions of the references which allegedly disclose the above-discussed features of the instant claims.

Accordingly, it is submitted that even if the teachings of Momona, Sturniolo and Markki were combined, the result still would lack the above-noted subject matter of claims 18 and 22, and thus, claims 18 and 22 are not rendered obvious by these references. Moreover, it is submitted that the dependent claims 19-21 and 23-25 are allowable due to their dependence from an allowable independent claim and also due to their recitation of subject matter that provides an independent basis for their individual allowability.

In view of the above, it is submitted that this application is in condition for allowance and a notice to that effect is respectfully solicited.

If any issues remain which may best be resolved through a telephone communication, the Examiner is requested to telephone the undersigned at the local Washington, D.C. telephone number listed below.

Respectfully submitted,

/James E. Ledbetter/

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